

1994 - 1998

MEMORANDUM OF UNDERSTANDING

MANAGEMENT, P & DC PORTSMOUTH NH 03801

AND

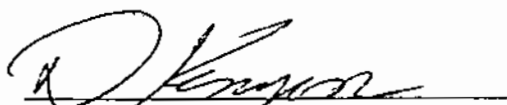
MAILHANDLERS' UNION LOCAL 301

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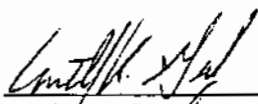
P.O. Box 17  
N. WATERBORO, ME  
04061

TONY BERRY  
207-247-4177 (Home)  
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603-430-9198 (Union Room)

This Memorandum of Understanding is entered into on October 25, 1996 at 345 Heritage Avenue, between the representatives of the United States Postal Service and the designated agent of the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 1994 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.



David C. Kenyon  
Plant Manager  
345 Heritage Ave  
Portsmouth NH 03801-9997



Anthony Gerry  
Chief Shop Steward  
Mailhandlers Union  
Portsmouth NH 03801-2374

Item A: Additional or longer wash-up periods: Management declared in conflict/inconsistent with National Agreement.

Item B: Guidelines for curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.

1. In the event that local conditions warrant wholesale closing of businesses and other local industry, and if public transportation is sharply curtailed, the installation head will, at his discretion, take action appropriate to the immediate situation to assure the protection of the health and welfare of all employees in the installation. Labor organizations and employees will be advised promptly of the action taken as a result of the decisions rendered. Management will be responsible for notifying proper authorities to upgrade local postal facilities to include facilities, drinking fountains, swing room, lavatories, carrier cases, and to insure adequate heat, ventilation and lighting in their local office.

2. Management will notify the employees at the earliest possible time of termination or curtailment of postal operations. Such notification will be through the use of available public media, such as WHEB.

Item C: Formulation of local leave program

1. Except for Prime Time Vacation and December, Management on each tour will grant at least eleven (11) percent of the total number of Mailhandlers on each tour annual leave. A fraction of (.5) or higher will be rounded to the next higher whole number.

2. The number of Mailhandlers that can be off on annual leave will be determined on November 1 of the preceding year. This will be consistent with the percentages mentioned in Item C, Nos. 1 and 5, and Item H. Management will furnish the Mailhandler Union, in writing, this determination and how they arrived at it.

3. Applications for leave other than Prime Time Leave will be done on a first come, first serve basis. Leave requests for the months of January and February may be submitted during November and December of the preceding year.

4. Disapproved annual leave will be listed on the leave calendar in order of disapproval up to two.

5. During the month of December, 5.5 percent by tour, or a minimum of one of the Mailhandler craft will be granted annual leave. The Mailhandler must have annual leave available to cover the absence.

6. Should more than one leave request for an identical period be submitted on the same day, and it cannot be determined who submitted first, and all requests cannot be approved, seniority shall prevail.

7. Beginning the first week of January of each year and continuing through March 1 of each year, Mailhandlers will fill out Form 1547 in duplicate to apply for Prime Time Vacation. The original will be maintained by Management. The copy will be initialed and then dated by Management. This copy will be returned to the Mailhandler to verify receipt.

8. Mailhandlers wishing to cancel leave selected for prime time will give Management at least ten days notice so that the canceled leave can be posted for bid prior to the Wednesday schedule.

9. Canceled prime time leave will be posted for Mailhandlers to bid on. It will be awarded to the most senior bidder who has not used his/her full quota of Prime Time Leave.

10. Military leave will not be charged as one of the employee's prime time choices. It also will not affect the number of Mailhandlers who can be off on annual leave during prime time or non-prime time.

Item D: The duration of the Choice Vacation Period

The Choice Vacation Period for the life of this Memorandum shall be 22 consecutive weeks, beginning with the third full week in May.

Item E: The determination of the beginning day of the employee's vacation period

The employee's Choice Vacation shall begin on the first day of the employee's basic work week; i.e., if the employee works Tuesday through Saturday with Sunday and Monday off, his leave will start on Tuesday, etc. Employees working weeks with split non-scheduled days shall have their Choice Vacation start on the day beginning the longest period of consecutive work days; i.e., Sunday and Friday off - Vacation would start on Monday, not Saturday. The vacation shall be charged against the quota for the service week during which the majority of the vacation days occur.

Item F: Whether employees, at their option, may request two (2) selections during the choice vacation period, in units of either (5) or ten (10) days

Each Mailhandler employed at this installation shall have two (2) choices of Choice Vacation Periods if the employee so desires. The Mailhandlers will have the option to request either five (5) or ten (10) working days in their choices consistent with Article 10, Section 10.3D1 and D2.

Item G: Whether jury duty and attendance at National or State Conventions shall be charged to the Choice Vacation Period

1. Individuals who are selected for jury duty shall not have the time that they serve on jury duty considered as part of their Choice Vacation Period.
2. Delegates who attend National or State Conventions shall not have this time considered as part of their Choice Vacation Period.
3. #1 or #2 above will not affect the number of Mailhandlers who can be off on annual leave according to Item C, Nos. 1 and 5, and Item H.

Item H: Determination of the maximum percentage of employees who shall receive leave each week during the Choice Vacation Period

During the Choice Vacation Period, fifteen (15) percent of the Mailhandlers, by Tour, at this installation shall receive leave each week requested. A fraction of (.5) or higher will be rounded to the next higher whole number.

Item I: The issuance of official notices to each employee of the vacation schedule approved for such employee

Each Mailhandler shall be notified by the posting of the Choice Vacation calendar, the Choice Vacation Period approved for him/her. This schedule shall be posted by April 1 of each year. The Mailhandler Union will be furnished a copy of the Choice Vacation Calendar.

Item J: Determination of the date and means of notifying employees of the beginning of the new leave year

The employer shall, no later than November 1, publicize on Bulletin Boards and by delivery of an official notice to the Steward of the Local Mailhandler's Union, the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

Item K: The procedures for submission of applications for annual leave during other than the Choice Vacation Period

1. Management declared in conflict/inconsistent with National Agreement/Union impassed.
2. Management declared in conflict/inconsistent with National Agreement/Union impassed.
3. Form 3971 will be filled out in duplicate. Management will provide carbon paper for this purpose. One copy will be returned to the Mailhandler.
4. A Mailhandler transferring from one tour to another tour will be granted his vacation period as previously granted from the tour which the Mailhandler transferred. The vacation will continue to be counted as part of the quota from the losing tour.

Item L: Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour

1. The Overtime Desired List for the Mailhandler Craft shall be by tour.
2. If a problem arises from the Overtime Desired List, the Mailhandler Stewards will be given a chance to review the list.
3. Management declared in conflict/inconsistent with National Agreement/Union impassed.
4. Management declared in conflict/inconsistent with National Agreement/Union impassed.
5. Mailhandlers will be given an opportunity to indicate a preference for over 10 hours.
6. Every effort will be made to provide 1/2 hour notice.
7. If a Mailhandler who is not on the Overtime Desired List is required to stay, he/she will be granted a phone call home at the U. S. Postal Service's expense.
8. A Mailhandler may remove his/her name from the Overtime Desired List at any time during the quarter by submitting a written notification to his/her imediate supervisor.

Item M: The number of light duty assignments to be reserved for temporary or permanent light duty assignment.

There will be no set number of light duty assignments in the Portsmouth Facility.

Item N: The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.

The light duty assignment created for this craft shall be so utilized so as not to adversely affect any other existing Mailhandler assignments as of the date of utilization of this light duty assignment. The workhours of this assignment shall not be more desirable than the workhours of the permanent Mailhandler assignment.

Item O: The identification of assignments that are to be considered light duty

A light duty assignment will be created, where possible, from Mailhandler duties appropriate to the physical needs of the employee.

Item P: The identification of assignments comprising a section when it is proposed to reassign within an installation employees excess to the needs of a section (reassignment)

1. When it is proposed to reassign within the installation, employees excess to the needs of a section, the Tours shall be considered as sections.

2. Tours are defined as follows:

Tour 1: Start times 2000 hours to 0359 hours

Tour 2: Start times 0400 hours to 1159 hours

Tour 3: Start times 1200 hours to 1959 hours

Item Q: The assignment of employee parking spaces

Parking at this installation will be on a first come, first serve basis.

Item R: The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total Choice Vacation Plan

The Chief Steward and Stewards will be granted annual leave or leave without pay to attend union meetings and functions pertinent to their office whether it is prime time or non-prime time. Stewards attending these functions will not affect the number of Mailhandlers who can have leave according to Item C, Nos. 1 and 5, and Item H.

Item S: Those other items which are subject to local negotiations as provided in the following Articles

No item subject to local negotiations/Union's proposed language impassed.

Item T: Local implementation of this Agreement relating to seniority, reassignments and posting

1. A seniority list for Mailhandlers at this installation shall be prepared on a semiannual basis and a copy provided two (2) times a year to the Local Mailhandler Steward.
2. Seniority should be applied in the assignment of Mailhandlers within tour operations provided the efficiency of the service is not impaired and no additional costs are involved.



B94M-1B-I 97024057  
Portsmouth, NH  
UCHKSUBMITAL

August 8, 1997

Raymond Sokolowski  
Northeast Regional Director  
NPMHU  
820A Prospect Hill Road  
Windsor, CT 06095-1570

Dear Mr. Sokolowski;

On August 6, 1997, we met to discuss the above captioned grievance prior to arbitration.

The grievance pertains to a determination by management that the non choice selection process (1&2) provisions of the Portsmouth NH local agreement are in conflict and/or inconsistent with the language of the 1994 National Agreement.

During our discussion it was understood that a similar provision exists in the clerical local agreement for the same office which was not determined to be in conflict and/or inconsistent with the language of the 1994 National Agreement.

Based upon the foregoing and with the understanding that it will not be cited, establish precedent nor prejudice the position of either party in the handling of this or similar grievances it was agreed: The current language contained in the local agreement dealing with non choice selection process (1&2) shall remain until it is determined by management that the language contained in the APWU local agreement is in conflict and/or inconsistent with the National Agreement. At that time the language of the Mail Handlers local agreement will be automatically determined to be in conflict and/or inconsistent with the National Agreement. A new grievance can be filed within 14 days of the determination by management. The timing of determination shall not be used by either party.

This agreement shall remain in affect for the life of the 1994 local agreement only. It will not be automatically carried over past the next local negotiation period.

Martin Rothbaum  
Labor Relations Specialist  
Northeast Area

John Hegarty  
Resident NPMHU  
Local 301

cc: District Manager, H/R with case file  
Grievance/Arbitration



B94M-1B-1 97024058  
Portsmouth, NH  
UCHSPOTING

August 8, 1997

Raymond Sokolowski  
Northeast Regional Director  
NPMHU  
820A Prospect Hill Road  
Windsor, CT 06095-1570

Dear Mr. Sokolowski;

On August 6, 1997, we met to discuss the above captioned grievance prior to arbitration.

With the understanding that it will not be cited, establish precedent nor prejudice the position of either party in the handling of this or similar grievances it was agreed: The following language will be added to the local agreement:

"Art. 12, Sec. 3B5: When the duties or principal assignment area of a position are changed, management shall consult with the Union to determine if the position require reposting." and "Article 12, Sec. 6C4a: For the purpose of excessing or reassigning employees excess to the needs of a section, the tours shall be considered as sections. As denoted in Item P of this Memorandum."

This agreement shall remain in affect for the life of the 1994 local agreement.

A handwritten signature in cursive script that reads "Martin Rothbaum".

Martin Rothbaum  
Labor Relations Specialist  
Northeast Area

A handwritten signature in cursive script that reads "John Hegarty".

John Hegarty  
President NPMHU  
Local 301

cc: District Manager, H/R with case file  
Grievance/Arbitration



B94M-1B-I 97024060  
Portsmouth, NH  
UICLOTDL

August 8, 1997

Raymond Sokolowski  
Northeast Regional Director  
NPMHU  
820A Prospect Hill Road  
Windsor, CT 06095-1570

Dear Mr. Sokolowski;

On August 6, 1997, we met to discuss the above captioned grievance prior to arbitration.

The grievance pertains to a determination by management that the multiple OTDL lists (3&4) provisions of the Portsmouth NH local agreement are in conflict and/or inconsistent with the language of the 1994 National Agreement.

With the understanding that it will not be cited, establish precedent nor prejudice the position of either party in the handling of this or similar grievances it was agreed: The current language contained in the local agreement dealing with multiple overtime desired lists (3&4) shall remain.

This agreement shall remain in affect for the life of the 1994 local agreement.

A handwritten signature in cursive script, appearing to read "Martin Rothbaum".

Martin Rothbaum  
Labor Relations Specialist  
Northeast Area

A handwritten signature in cursive script, appearing to read "John Hegarty".

John Hegarty  
President NPMHU  
Local 301

cc: District Manager, H/R with case file  
Grievance/Arbitration



B94M-1B-1 97024062  
Portsmouth, NH  
UICAWASHUP

August 8, 1997

Raymond Sokolowski  
Northeast Regional Director  
NPMHU  
820A Prospect Hill Road  
Windsor, CT 06095-1570

Dear Mr. Sokolowski;

On August 6, 1997, we met to discuss the above captioned grievance prior to arbitration.


The grievance pertains to a determination by management that the wash-up provisions of the Portsmouth NH local agreement are in conflict and/or inconsistent with the language of the 1994 National Agreement.

During our discussion it was understood that a similar provision exists in the clerical local agreement for the same office which was not determined to be in conflict and/or inconsistent with the language of the 1994 National Agreement.

Based upon the foregoing and with the understanding that it will not be cited, establish precedent nor prejudice the position of either party in the handling of this or similar grievances it was agreed: The current language contained in the local agreement dealing with wash-up time shall remain until it is determined by management that the language contained in the APWU local agreement is in conflict and/or inconsistent with the National Agreement. At that time the language of the Mail Handlers local agreement will be automatically determined to be in conflict and/or inconsistent with the National Agreement. A new grievance can be filed within 14 days of the determination by management. The timing of determination shall not be used by either party.

This agreement shall remain in affect for the life of the 1994 local agreement only. It will not be automatically carried over past the next local negotiation period.

  
Martin Rothbaum  
Labor Relations Specialist  
Northeast Area

  
John Hegarty  
President NPMHU  
Local 301

cc: District Manager, H/R with case file  
Grievance/Arbitration